

IN THE JUSTICE OF THE PEACE COURT NO. 16  
OF THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY

Amy B. Graham

Plaintiff,

v.

Jordan Lupinetti

Alyssa Lupinetti

Defendants.

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C.A. No. JP16-19-007215

**TRIAL DE NOVO**

Case Heard: November 25, 2019

Case Decided: December 18, 2019

Plaintiff appeared *pro se*.

Defendants appeared *pro se*.

**NOTICE OF JUDGMENT/ORDER**

This is a *de novo* appeal to a three judge panel from a decision dated October 28, 2019. The panel, comprised of Judges Hutchison, Edmanson, and Sherlock, heard the new trial on November 25, 2019. The panel reserved decision in the matter. This is the panel's decision after trial. Based on the following, the panel ***finds in favor of the Plaintiff against Defendant Jordan Lupinetti ONLY.***

**BACKGROUND**

Plaintiff filed a Landlord/Tenant Summary Possession petition on October 8, 2019 seeking back rent totaling \$15,000.00 for the months of October 2017 through June 2019 and possession of the rental unit located at 785 Plaindealing Road, Magnolia, Delaware 19962. Trial was held on October 28, 2019 and judgment was entered in favor of the

Plaintiff. Defendants filed a timely appeal on November 4, 2019 and a trial *de novo* was scheduled.

### **TESTIMONY OF PARTIES & WITNESSES**

Plaintiff testified she had rented the home, located at 765 Plaindealing Road, Magnolia, Delaware 19962, to the Defendants for many years. Defendants had faithfully paid the rent until they separated. After the separation, Defendant Alyssa moved to Florida, but returned to Delaware in March of 2017 and subsequently moved back into the home in October of that same year. The lease was verbal in nature and never reduced to writing at any time during the tenancy. In May of 2018, Defendants were told they had to be caught up with all the delinquent rent by Mother's Day 2019 or they would be evicted. No rent had been paid from October of 2017 through March of 2019. Once again, Defendant Alyssa moved out of the house around January of 2019. Defendant Jordan had been making efforts to pay rent, was still very delinquent, and still resides there. Even though the Defendants are now divorced, BOTH are responsible to pay all past due rents as she's a teacher with a Master's Degree and has the means to do so. Under cross-examination, Plaintiff testified the agreement was always to buy the house by Mother's Day 2019 and pay all back rent before then.

Plaintiff entered into evidence the Five (5) Day notice to cure letter that each Defendant acknowledged they had received.

Defendant Jordan Lupinetti testified they were to purchase the house by Mother's Day of 2019, but repaying delinquent rent was never discussed as a condition of the purchase. Defendants never received a receipt for cash payments made toward rent, but the rent did fluctuate from month to month. He testified he did thousands of dollars of work around the house, but that was never taken into consideration in lieu of paying rent. The only reason the Plaintiff is suing right now is that she's being vindictive as there's a major rift in the family. Under cross-examination, when asked what is so inaccurate about the letter detailing delinquent rent owed, Defendant stated "Ten (10) of the months; maybe more."

Defendant Alyssa Lupinetti testified there was never a written lease and that she was never privy to conversations about rent. All discussions of rent were solely between the Plaintiff and her son, Defendant Jordan Lupinetti. In return, she paid all other household bills along with maintaining the home as this was the agreement she had with her then husband. Defendant and her husband separated in January of 2019 and she filed for divorce in February 2019. She had not resided in the home from October of 2017 through November 2017 and then again from January 2019 moving forward. August 27, 2019 was when she found out no rent had been paid for the previous eight (8) months and about the total amount of the delinquency. The Plaintiff does not intend to evict her son, but is just coming after me for the money. Under cross-examination, she stated she doesn't recall any conversations about rent as they were all between the Plaintiff and her

son. Under re-direct, Defendant Jordan confirmed he always paid the rent in cash, we never got a receipt, and my wife was responsible for all other household bills.

Defendant Alyssa Lupinetti entered into evidence copies of two (2) cancelled rent checks proving she was residing at 155 South West Street, Camden, Delaware 19934.

### **DISCUSSION**

Defendant Jordan Lupinetti violated an obligation under the oral rental agreement between himself and his mother by failing to pay rent. Testimony provided states all other household bills were to be paid by Defendant Alyssa Lupinetti. The panel determines that because of this arrangement, she is simply an occupant in the home. The Plaintiff provided the Five (5) Day letter sent to both Defendants as required by 25 Del. C. § 5502. Plaintiff did not provide the proof of mailing, but both Defendants acknowledged to receiving the letter of delinquency. No evidence was presented proving work done to the home by Defendant Jordan Lupinetti was to be considered in lieu of rent.

### **CONCLUSION**

After considering the evidence and testimony presented, the panel finds Plaintiff has proven her case by a preponderance of the evidence and issues a unanimous verdict in favor of the Plaintiff and against Defendant Jordan Lupinetti only as follows:

***Judgment in the Amount of \$15,000.00  
Possession to Plaintiff***

With regard to Defendant Alyssa Lupinetti, no judgment is entered against her as the panel's reasoning is explained above.

**IT IS SO ORDERED** this 18th day of December, 2019.

For The Court

/s/ Michael P. Sherlock  
Michael P. Sherlock  
Justice of the Peace